

CITY OF SPRINGDALE
Committee Agendas
Monday, November 4th, 2019
Multi-Purpose Room
City Administration Building
Meetings begin at 5:30 P.M.

Ordinance Committee by Chairman Mike Overton:

1. **A Discussion** regarding Bulky Waste pickup. Presented by Mike Overton.

Committee of the Whole:

2. **A Discussion** and Presentation by Allyn Lord, Director of Shiloh Museum, concerning possible purchase of a duplex located at 305 N. Main. Pgs. 2 & 3

Street and Capital Improvements Committee by Chairman Rick Evans:

3. **A Resolution** authorizing the renovations of four (4) bathrooms in the Springdale Public Library. Presented by Marcia Ransom, Director, Public Library. Pg. 4
4. **A Resolution** authorizing the execution of an Engineering Services Contract Amendment for design of an extension of the Spring Creek Trail. Resolution presented by Brad Baldwin, Public Works Director. Pgs. 5 - 15
5. **A Resolution** authorizing the execution of a construction observation services contract for the Maple Avenue Extension Project (18BPS2). Resolution presented by Brad Baldwin, Public Works Director. Pgs. 16 - 20
6. **A Resolution** expressing the willingness of the City of Springdale to utilize Federal Funding for the Dean's Trail Phase 3 Project. Resolution presented by Brad Baldwin, Public Works Director. Pgs. 21 - 29

Police and Fire Committee by Chairman Amelia Williams:

7. **A Resolution** authorizing the execution of a contract for Architect Services for Fire Station No. 9 located at 7561 W. Downum Road, Project 18BPF3. Resolution presented by Wyman Morgan, Financial Services Director. Pg. 30
8. **A Resolution** authorizing the execution of a Construction Manager Contract for Springdale Fire Station No. 9. Resolution presented by Wyman Morgan, Financial Services Director. Pg. 31 - 49
9. **A Resolution** authorizing the purchase of the property at 903 Joye Street to expand Fire Station No 4. Resolution presented by Wyman Morgan, Financial Services Director. Pgs. 50 - 65
10. **An Ordinance** to waive competitive bidding for the purchase of Extrication Equipment for the Fire Department. Ordinance presented by Wyman Morgan, Financial Services Director. Pgs. 66 - 68

***Immediately following the Committee Meeting will be the City Council/
Department Head Work Session for the 2020 Budget.***

Wyman Morgan

From: Allyn Lord <alord@springdalear.gov>
Sent: Thursday, October 31, 2019 9:33 AM
To: Wyman Morgan
Subject: Museum duplex purchase

Wyman:

I have a few museum board members who'd like to attend the Council committee meetings on Monday when I present them with information about the possible duplex purchase. Under which committee's time do I present my case and approximately what time might that start?

Allyn

(Ms) Allyn Lord
Director
Shiloh Museum of Ozark History
118 W. Johnson Ave.
Springdale, AR 72764-4313
479-750-8165
479-756-7732 (fax)
alord@springdalear.gov
www.ShilohMuseum.org

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE
RENOVATIONS OF FOUR (4) BATHROOMS
IN THE SPRINGDALE PUBLIC LIBRARY**

WHEREAS, Library Director Marcia Ransom desires to remodel four (4) bathrooms in the Springdale Public Library; and

WHEREAS, Hight Jackson has been retained as architects on this remodel; and

WHEREAS, funds have not been appropriated for the cost of this remodel.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

Section 1. The remodeling of four (4) bathrooms in the Springdale Public Library is hereby approved with a cost of \$200,000 to be paid out of the CIP Fund.

Section 2. The Library Director is hereby authorized to retain Milestone Construction Company as the general contractor to oversee the remodeling.

PASSED AND APPROVED this 12th day of November, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Wyman Morgan

From: Marcia Ransom <MRansom@springdalelibrary.org>
Sent: Wednesday, October 30, 2019 8:18 PM
To: Wyman Morgan
Subject: Re: Library Restrooms

Okay. Gail from Hight Jackson and Scott from Milestone will attend to answer questions.

Thanks.

Marcia

Get [Outlook for iOS](#)

From: Wyman Morgan <wmorgan@springdalear.gov>
Sent: Wednesday, October 30, 2019 11:42:19 AM
To: Marcia Ransom <MRansom@springdalelibrary.org>
Subject: Re: Library Restrooms

I will try to get it on Monday night 's agenda.

Sent from my iPad

> On Oct 30, 2019, at 11:35 AM, Marcia Ransom <MRansom@springdalelibrary.org> wrote:

>

> It's in the \$180,000 range for the four public restrooms. It could come down a little with some minor adjustments we looked at this morning.

>

>

>

> -----Original Message-----

> From: Wyman Morgan <wmorgan@springdalear.gov>

> Sent: Wednesday, October 30, 2019 10:13 AM

> To: Marcia Ransom <MRansom@springdalelibrary.org>

> Subject: Re: Library Restrooms

>

> What is the bathroom estimate? I will get you a name for air quality tomorrow.

>

> Sent from my iPad

>

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGINEERING SERVICES CONTRACT AMENDMENT FOR
DESIGN OF AN EXTENSION OF THE SPRING CREEK TRAIL**

WHEREAS, the City of Springdale is planning an extension of the Spring Creek Trail, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected McClelland Consulting Engineers as the most qualified firm;

WHEREAS, the City of Springdale wishes to assist in the extension of the trail project across the Arkansas Game & Fish Commission Nature Center property;

WHEREAS, the Northwest Arkansas Regional Planning Commission has provided a \$500,000 TAP Grant and the Walton Family Foundation has provided a \$760,000 Trail Grant to the City of Springdale to fund this project;

WHEREAS, the McClelland Consulting Engineers have agreed to add the AGFC portion of the trail to the design scope of the original Spring Creek Trail design agreement for an additional fee not exceed \$115,000 for Geotechnical Investigations, Right-of-Way Surveys, Property Records Search, and Easement Document Preparation. Construction Services are not included in this contract. Total project design fee shall not exceed \$166,375.

WHEREAS, final design/bid documents are due by March 31, 2020.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. Expenditures for this contract will be paid from the 2019/2020 Street Fund budget.

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract amendment with McClelland Consulting Engineers for design of an extension of Spring Creek Trail.

Section 3. The Mayor is hereby authorized, for this project, to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

Section 4. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the amended contract price.

PASSED AND APPROVED this ____ day of November, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Trail Budget - 093019

Trail Budget

		2019	2020	2021
G/L Code	Description			
201-0206-431.40-06	Engineering / Trails	\$ (42,804.68)		
201-0206-431.81-04	Appraisal Fees / Trails	\$ 4,000.00		
201-0206-431.80-11	Acquistion / Trail Easements	\$ 36,930.00		
201-0206-431.83-02	Utility Relocation / Trails	\$ (5,200.00)		
201-0206-431.40-07	Material Testing - Trails	\$ 4,106.50		
201-0206-431.82-02	Trails Construction	\$ 1,592,733.35		
201-0206-431.84-02	Furnishing & Equipment / Trails	\$ 4,000.00		
Current Balances		\$ 1,593,765.17	\$ -	\$ -

Trail Cost

		2019	2020	2021
Misc Trail obligations		\$ 150,000.00		
Spring Creek - Engineering		\$ 60,391.00	\$ 105,984.00	
Spring Creek - Appraisal & Acquistion			\$ 52,500.00	
Spring Creek -Construction			\$ 1,951,987.00	
Dean's Trail 2 & 3A - Engineering		\$ 254,960.00		
Dean's Trail 2 - Acquistion			\$ 282,100.00	
Dean's Trail 2 - Construction			\$ 1,540,000.00	
Dean's Trail 3A - Acquistion			\$ 630,800.00	
Dean's Trail 3A - Construction			\$ 1,000,000.00	\$ 1,869,000.00
		\$ 465,351.00	\$ 5,563,371.00	\$ -

Trail Revenue

		2,019	2,020	2,021
Spring Creek / NWARPC TAP Grant			\$ 250,000.00	
Spring Creek / WFF Grant	\$ 380,000.00		\$ 380,000.00	
Dean's Trail 2 / ArDOT TAP Grant			\$ 500,000.00	
Dean's Trail 2 / ArDOT TAP Grant			\$ 500,000.00	
Dean's Trail 3 / ArDOT TAP Grant				\$ 500,000.00
Dean's Trail / WFF Grant	\$ 1,000,000.00		\$ 1,000,000.00	\$ 1,000,000.00
City Contribution			\$ 1,000,000.00	\$ 1,000,000.00
		\$ 1,380,000.00	\$ 3,630,000.00	\$ 2,500,000.00

Cash Flow	\$ 2,508,414.17	\$ 575,043.17	\$ 3,075,043.17
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AMENDMENT TO OWNER- ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: February 14th, 2019
- b. Owner: The City of Springdale
- c. Engineer: McClelland Consulting Engineers, Inc
- d. Project: Spring Creek Trail Extension; To AGFC Property Via 40th St

2. *Description of Modifications:*

The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: shall perform or furnish the following Additional Services:

- a. Revise PROFESSIONAL SERVICES AGREEMENT, Paragraph 3, Page 1 as follows:

The project includes the extension of Spring Creek Trail by approximately 4,650 linear feet (0.88 mile) as a 12' wide concrete trail for approximately 2,600 linear feet from the existing western end of Spring Creek Trail westward to 40th Street, as well as approximately 2,050 linear feet of trail extending due west, commencing at 40th Street and then routing through Arkansas Game & Fish Commission (AGFC) property to a point of termination with the AGFC trail system, and includes an at-grade crossing of the roadway. The project design scope will include topographical and geotechnical investigations, trail design, Corten steel pedestrian bridges, bicycle and pedestrian pavement markings and signage and franchise utility coordination as needed. See Exhibit #1 & #2 for proposed alignment of project.

- b. Revise ATTACHMENT 'A', SCOPE OF SERVICES, as attached.
- c. Revise ATTACHMENT 'B', SCHEDULE, as attached.
- d. Revise ATTACHMENT 'D', COMPENSATION, as attached.

3. *Agreement Summary (Reference only)*

a. Original Agreement amount:	\$ 51,275.00
b. Net change for prior amendments:	\$ 0.00
c. This amendment amount:	\$ 115,100.00
d. Adjusted Agreement amount:	\$ 166,375.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the original Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2019.

OWNER:

ENGINEER:

City of Springdale

McClelland Consulting Engineers, Inc

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

ATTACHMENT 'A'
Amendment No. 1

SCOPE OF SERVICES

CITY OF SPRINGDALE, ARKANSAS
SPRING CREEK TRAIL EXTENSION; TO AGFC PROPERTY Via 40th STREET

1) Scope of Project

PROJECT DESCRIPTION:

Add wording:

a) The project includes;

(1) – West Portion of Trail (AGFC Property)

- i) extension of Spring Creek Trail for approximately 2,050 linear feet; 12' width concrete, multi-use trail beginning at the east side of the existing 40th Street alignment, running west through gently undulating open field of Arkansas Game & Fish Commission property (AGFC, future location of NWA Nature & Education Center), terminating at the western end at a point of connectivity to AGFC trail,
- ii) a 16' width, approx. 50' clear single span premanufactured Corten steel bowstring bridge,
- iii) wood fencing,
- iv) associated storm drainage design,
- v) Rapid Flashing Beacon (RFB) to 40th Street crossing.

Revise wording:

(2) - East Portion of Trail (Extension to 40th St)

- i) extension of Spring Creek Trail for approximately 2,600 linear feet; 12' width concrete, multi-use trail beginning at the current western end of Spring Creek Trail, located adjacent to the Springdale Wastewater Treatment Facility, running west through a combination of open field owned by SWU, dense wooded areas and heavily varying rocky terrain, terminating on the eastern side of existing 40th Street alignment.
- ii) a 16' width, approx. 114' clear single span premanufactured Corten steel bowstring bridge,
- iii) retaining walls,
- iv) wood fencing,
- v) associated storm drainage design.

ATTACHMENT “B”
Amendment No. 1

SCHEDULE

CITY OF SPRINGDALE, ARKANSAS
SPRING CREEK TRAIL EXTENSION; TO AGFC PROPERTY Via 40th STREET

Note that the durations shown on the project schedule are based on actual Working Days NOT Calendar Days.

Revise schedule as follows:

TASK NAME	START	FINISH	DURATION
- 192109: Spring Creek Trail Extension - Phase I (To 40th) & II (AGFC)	09/23/19	01/15/21	345d
Contract Amendment Approved by City Council	10/22/19	10/22/19	1d
Topographic Survey	09/23/19	10/11/19	15d
Data Processing	10/14/19	10/18/19	5d
[-] Design Phase	11/04/19	03/31/20	107d
[-] 15% Design Submittal	11/04/19	12/08/19	25d
15% Design	11/04/19	11/22/19	15d
City & AGFC Review	11/25/19	12/06/19	10d
[-] 60% Design Submittal	12/09/19	02/06/20	44d
60% Design	12/09/19	01/24/20	35d
Property Easement Documents	01/13/20	01/24/20	10d
City & AGFC Review	01/24/20	02/06/20	13d
[-] 90% Design Submittal	02/07/20	02/26/20	14d
90% Design	02/07/20	02/20/20	10d
City & AGFC Review	02/20/20	02/26/20	5d
Property Acquisitions	01/27/20	03/31/20	47d
Finalize Match Commitment	03/31/20	03/31/20	1d
[-] Bid Documents	02/27/20	03/31/20	24d
Final Design Plans	02/27/20	03/31/20	24d
Specifications	03/05/20	03/31/20	19d
Quantities/Cost Estimate	03/05/20	03/31/20	19d
Bid Documents Submittal to City	03/05/20	03/31/20	19d
Advertise for Bids	04/06/20	04/22/20	14d
Bid Opening	04/22/20	04/22/20	1d
[-] Construction Phase; AGFC	04/28/20	01/15/21	169d
Council	04/28/20	04/28/20	1d
Notice of Award	04/28/20	04/29/20	1d
Sign Contract/ Notice to Proceed	05/14/20	05/14/20	1d
Construction - West Phase (AGFC)	05/15/20	08/27/20	15w
Construction - East Phase (to 40th)	05/15/20	12/24/20	32w
Substantial Completion - West Phase	09/25/20	09/25/20	1d
Substantial Completion - East Phase	01/15/21	01/15/21	1d

**ATTACHMENT “D”
Amendment No. 1**

COMPENSATION

**CITY OF SPRINGDALE, ARKANSAS
SPRING CREEK TRAIL EXTENSION; TO AGFC PROPERTY Via 40th STREET**

Revise compensation as follows:

- CITY shall pay ENGINEER for Basic Services and Reimbursable Expenses rendered an amount not exceeding \$166,375.00.

Basic Design Services:

▪ Conceptual Development	<u>\$ 19,750.00</u>
▪ Design Phase	<u>\$ 98,075.00</u>

Surveying & Property Documents:

▪ Topographic Surveys	<u>\$ 27,375.00</u>
▪ ROW & Easements, Boundary Resolution	<u>\$ 7,500.00</u>

<u>Geotechnical Investigations:</u>	<u>\$ 12,125.00</u>
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Total Design Related Services Fee	\$164,825.00
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- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

WACO Title Searches	\$750
Utility Locates (estimated)	\$500
Miscellaneous, inc. mileage	\$300

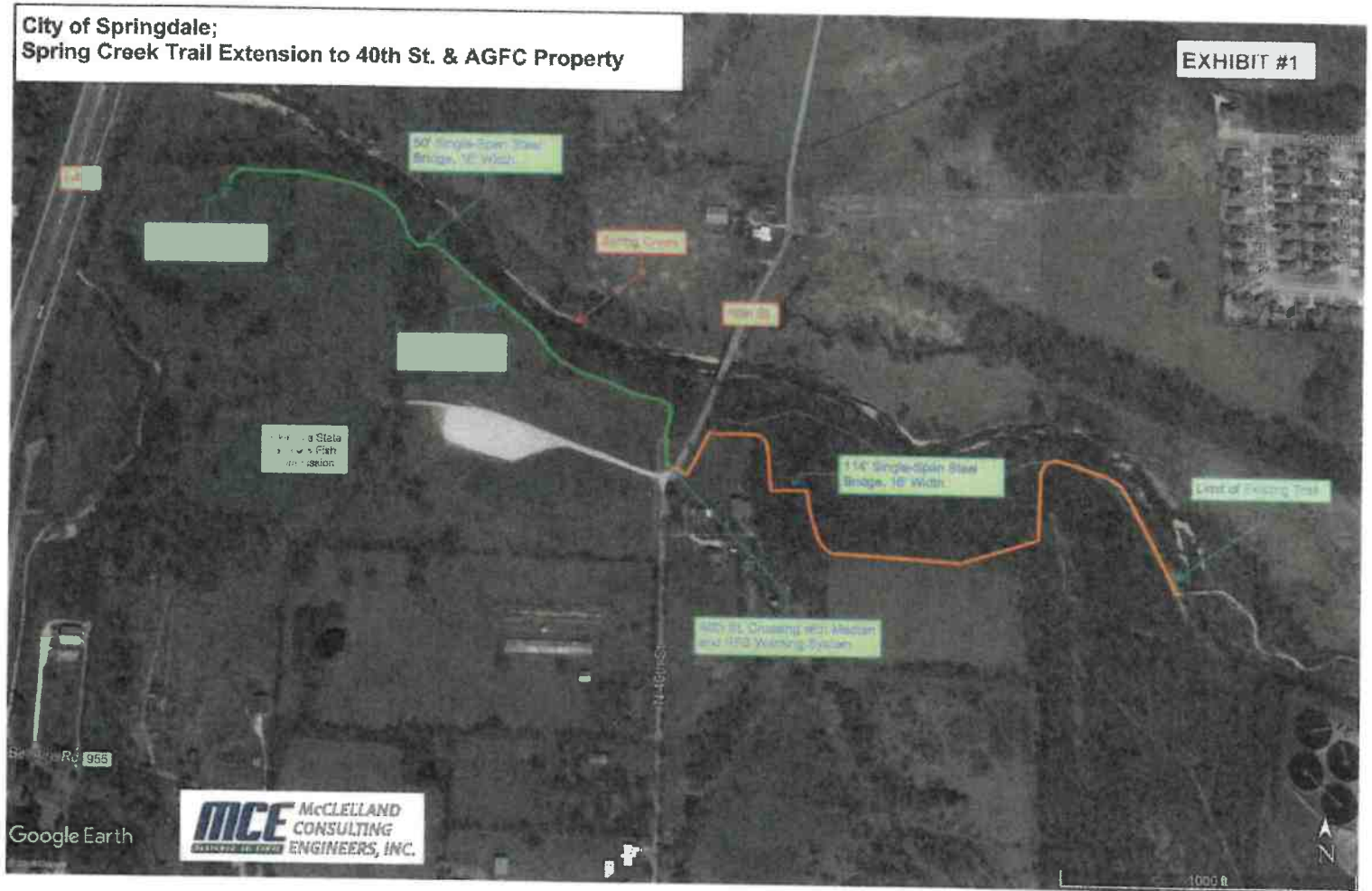
Subtotal, Reimbursable Expenses	<u>\$1,550.00</u>
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2019
McCLELLAND CONSULTING ENGINEERS, INC.
***STANDARD HOURLY RATES**
As of January 1, 2019

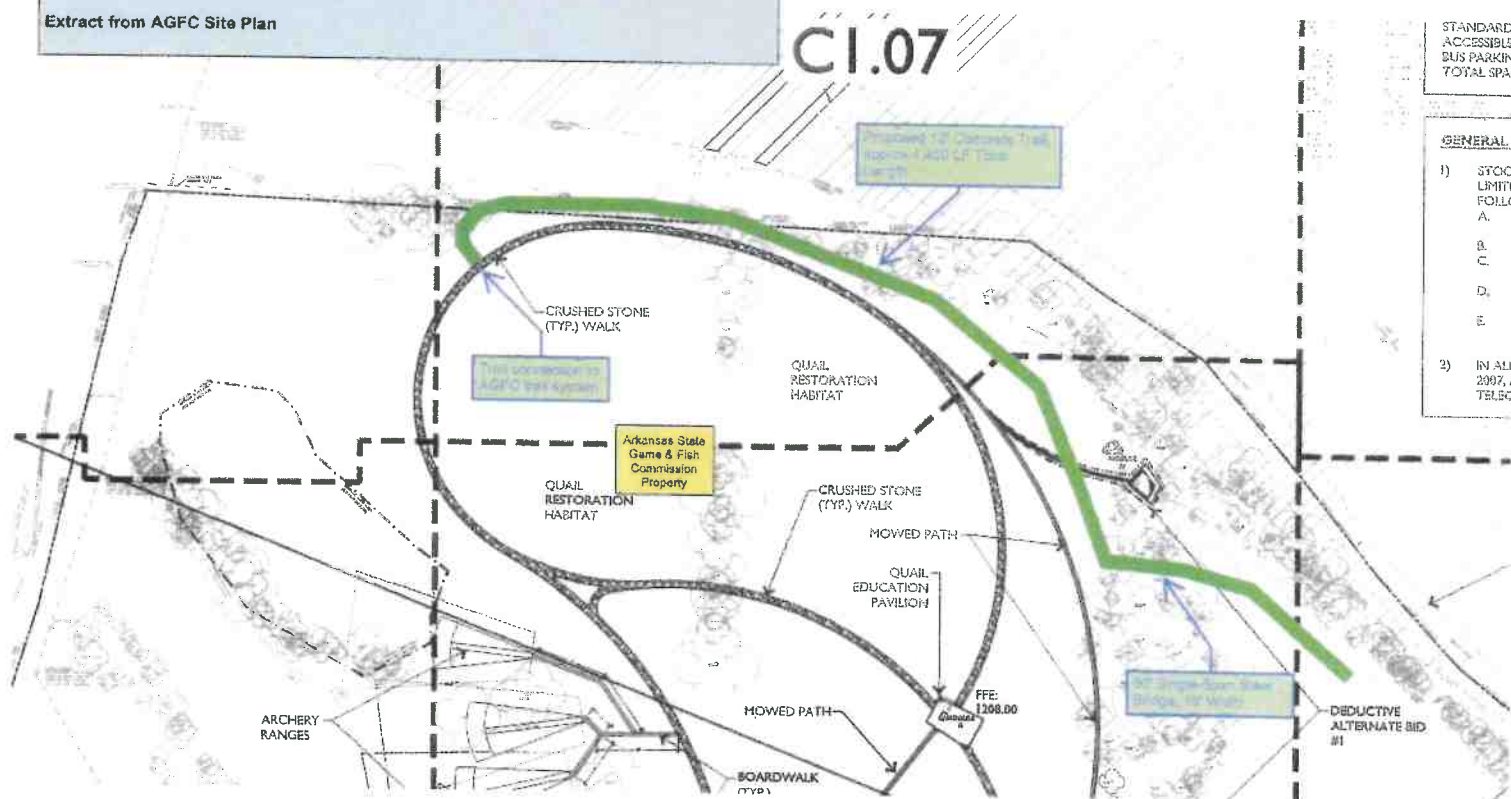
Chief Draftsman	\$95 - \$110
Clerical	\$45 - \$75
Construction Observer	\$70 - \$130
Draftsman	\$65 - \$95
Environmental Scientist/Designer	\$105 - \$120
Geotech Engineer	\$85 - \$150
HR/Payroll Admin	\$75-\$100
Landscape Architect	\$90 - \$130
Media Specialist	\$80 - \$100
Principal	\$160 - \$230
Project Accountant	\$70 - \$145
Project Designer	\$70 - \$140
Project Engineer	\$120 - \$175
Project Manager	\$120 - \$200
Registered Land Surveyor	\$95 - \$140
Soils Lab Technician	\$50 - \$95
Specification Writer	\$50 - \$75
Sr. Project Manager	\$140 - \$240
Survey (2 man or Robotic) Crew	\$115 - \$160
Survey (3 man) Crew	\$135 - \$180
Survey Field (1 Man or Rodman)	\$45 - \$95
Survey GPS	\$75 - \$130
Survey Technician	\$65 - \$95
Water Lab Supervisor	\$70 - \$90
Expenses	@ Cost
Mileage	.58/mi

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*



Extract from AGFC Site Plan

CI.07



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONSTRUCTION OBSERVATION SERVICES CONTRACT
FOR THE MAPLE STREET EXTENSION PROJECT (18BPS2)**

WHEREAS, the City of Springdale is planning an extension of Maple Avenue, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected McClelland Consulting Engineers as the most qualified firm;

WHEREAS, the McClelland Consulting Engineers has proposed a construction observation services agreement for an amount not to exceed not exceed \$56,496.00.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

Section 1. Expenditures for this contract will be paid from the 2018 Street Bond Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute a construction services contract with McClelland Consulting Engineers for the Maple Street Extension project.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the amended contract price.

PASSED AND APPROVED this ____ day of November, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

October 17, 2019

City of Springdale
201 Spring Street
Springdale, Arkansas



ATTN: Mr. Ryan Carr, P.E.
Senior Project Manager

RE: Proposal for Construction Phase Services
Maple Avenue Extension Project
Springdale, Arkansas

Dear Mr. Carr,

We are pleased to present a Proposal for Construction Phase Services relevant to the planned Maple Avenue Extension project located in Springdale, Arkansas.

The information on the following pages provides further detail regarding the anticipated construction observation, engineering input and general coordination scope on the project. This includes details of scope, required activities, responsibilities, expected time spent onsite, and other anticipations which are integral to the proposed not-to-exceed fee.

Site Description

The project site is located in Springdale, Arkansas. Based on the provided CD set dated 8/27/19 and our general understanding of the project, the scope consists of the removal of various existing civil elements to implement new asphalt and concrete pavements and other civil elements towards the renovation and streetscape improvements of Maple Avenue, Holcomb Street, and Water Street.

Project Description

Based on the street improvements report, we understand the project scope to include the extension of Maple Avenue from Holcomb Street to Park Street, improvements along Maple Avenue, and a new section of roadway along Maple Avenue. The proposed roadway is to consist of one (1) lane in each direction with a continuous center turn-lane and a five (5) feet wide sidewalk on one side of the roadway and a 10 feet wide walking trail along the other side. The street improvements will also include an at-grade crossing of an existing single-track railroad. The project will have a total of approximately 2,000 linear feet of new and improved roadways.

If any of the anticipated or assumed information is incorrect, please allow us to make appropriate revisions to the proposed scope of work prior to construction.

Scope of Work

To better your understanding of our associated fees, we have presented a summary of the responsibilities related to construction observation services that we anticipate on the project.

Construction Observation Services

Based on the provided construction schedule of 10 months and giving consideration to the nature of the construction work, we envision that 25% to 40% of weekly time will be required to perform construction related services for the duration of the project. Additionally, an Engineer and/or Construction Observer will be required to attend monthly project progress meetings, which will be chaired by the City of Springdale Engineering Department. MCE also understands that the City will coordinate as-built/mark-up of drawings during construction and that electronic documentation of mark-ups will not be required on this particular project. The City will also be responsible for coordination of utility relocation planning and operations. MCE expects to gain adequate project-specific knowledge of utility relocation operations by attending a meeting on the subject and through general correspondence with the City regarding these elements.

MCE plans to utilize a combination of PlanGrid and Dropbox to manage construction-related services on the project. MCE also intends to utilize Bluebeam for coordination of PDF documents with the City.

The expectations and responsibilities of MCE as they relate to construction phase services will include the following:

- Attend a preconstruction conference, monthly progress meetings and other meetings as requested by the City. The City shall schedule dates of all project related meetings.
- Furnish a qualified engineer to make site visits at appropriate intervals to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer shall have no control over, nor responsibility for, the Contractor's means, methods, sequence, techniques or procedure in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.
- Furnish the services of a Construction Observer for onsite construction observation. The authority and duties of the Construction Observer shall be limited to examining the materials furnished, observing the construction work in progress, and reporting the findings. Based on the provided construction schedule of 10 months and having given consideration to the nature of the construction work, we envision that between 25% and 40% of weekly time will be required to perform construction related services for the duration of the project. It is expected that construction observation services will include items such as onsite subgrade recommendations/ proof-roll observations, compiling records of construction progress including daily reports, management of construction-related issues and documenting accordingly, tracking submittals/RFIs/ESIs, and coordinating/assisting with needed construction materials testing services such as concrete and subgrade testing.

- Engineer will use the usual degree of care and prudent judgement in the selection of a competent Construction Observer. Engineer will also use diligence to see that the Construction Observer is on the job to perform his/her required duties.
- MCE will consult with and advise the City and issue construction related instructions to the Contractor where requested by the City.
- Construction Observer shall work with the Contractor in compiling monthly pay applications.
- MCE representatives will attend a final inspection of the project with the City's representatives. The inspection will be for conformance with the project design and compliance with the contract documents.

Considering the expectations and responsibilities listed above, we propose to perform construction phase services per the roadway project scope detailed in this Proposal for a Not-to-Exceed Amount of **\$56,496.00**, including a 10% contingency. This cost is the sum of 587 man-hours associated with the construction for the following employee classifications and hourly rates:

- Construction Observer - \$80/hour @ 507 hours
- Project Engineer - \$135/hour @ 80 hours

Reimbursable Expenses

Mileage associated with construction observation services is considered a reimbursable expense under the current proposed scope of work and will be charged at a rate of \$0.58 per mile. Additionally, MCE anticipates the purchase of several software licenses to satisfy the project requirements. An estimated reimbursable software-related license fee of \$2,000 will be included in the total fee.

Estimated Cost of Reimbursable Expenses: **\$3,500.00**

Extension Consideration for Additional Work Requests

MCE understands that this document may serve as a basis for future agreements and work requests for similar construction phase services on other City of Springdale projects. As such, a time extension of up to 24 months may be added to this proposal agreement as needed to coincide with relevant additional work, provided that the work has similar scope and contractual elements.

Our estimated number of man hours for construction phase services is based on our experience on projects in the area with similar scope and size. Our fees are directly related to the time spent onsite and in project-related activities by MCE representatives. If the project scope or timeline varies after submittal of this document and prior to construction, please allow for the review/revision of this document.

Maple Avenue Construction Phase Services
Mr. Ryan Carr—City of Springdale

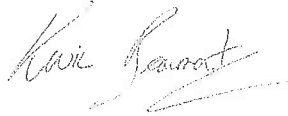
October 17, 2019
Page | 4

We appreciate the opportunity to submit this proposal for construction phase services relevant to the Maple Avenue Extension project located in Springdale, Arkansas. Please contact us with any questions or concerns that you might have regarding the information contained in this proposal.

Sincerely,



Steven J. Head, P.E.
Principal / Construction Related Services Department Head



Kevin Beaumont
Vice President / Transportation Department Head

McClelland Consulting Engineers, Inc., is authorized to proceed in accordance with this Letter of Proposal, consisting of four (4) pages.

Signature	Title	Date
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RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE
TO UTILIZE FEDERAL FUNDING
FOR THE FOLLOWING CITY PROJECT:**

Dean's Trail Ph.3

WHEREAS, the Arkansas Department of Transportation has recently approved Fixing America's Surface Transportation Act (FAST) funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
Construction of City Project	Project Design	0	100
	Right-of-Way	0	100
	Utilities	0	100
	Construction	80	20
	Construction Engineering	0	100

WHEREAS, the currently approved funds are to be used for project construction, and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT:**

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor and City Clerk are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the design and environmental review of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

PASSED AND APPROVED this _____ day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF SPRINGDALE
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION
In Cooperation with the
U. S. Department of Transportation Federal Highway Administration

RELATIVE TO

Implementation of **Job 040809, Springdale Dean's Trail Ph. 3 (TAP-19) (S)** (hereinafter called the "Project") as an Arkansas Transportation Alternatives Program (TAP) project.

WHEREAS, funding in the Fixing America's Surface Transportation (FAST) Act includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved TAP projects; and

WHEREAS, the **City of Springdale** (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") a signed and sealed Resolution from the Sponsor's governing body authorizing the Sponsor's CEO or their designated representative to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to a limit of **\$500,000** maximum Federal-aid approved for the Project:

	Maximum Federal %	Minimum Sponsor %
Project Design:	0	100
Right-of-Way/Utilities:	0	100
Project Construction:	80	20
Project Construction Inspection:	0	100
Department Administrative Cost (1% of Const. Amt.)	0	100

WHEREAS, the Sponsor understands that these funds have been awarded for specific project purposes, not for the Sponsor to utilize until expended; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A*) and that, as part of these requirements, the Department may set goals for DBE participation in the Project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at www.ardot.gov/LPA) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to created or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment B*). The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintains familiarity of day to day project operations, including project safety issues;
 - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visits and reviews the project on a daily basis;
 - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Sponsors that require a reduction or modification to the scope of their project will submit the Revision of Project Scope and Budget (Attachment C*) with the signed Agreement of Understanding.
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the project if the project includes design of structural components. Plans which include the design of only non-infrastructure components will not require a registered stamp.
4. Be responsible for any necessary coordination with affected railroads including preliminary and final plan review and for executing any formal railroad maintenance and construction agreements that may be necessary for the project. This includes ensuring that potential bidders are aware of railroad coordination required during construction including flagging services and insurance.
5. Submit plans at 30%, 60%, and 90% completion stages for Department review.

6. Submit the following deliverables for the Project by the listed deadline or risk possible cancellation of the Federal-aid award or significant delay of the Project. If a deadline is missed, the Sponsor may be required to submit a reason for the delay and request a time extension in writing.

Deliverable	Deadline
Signed Agreement of Understanding for Execution by the Department	60 Days from the Kick-off Meeting
30% Complete Plans for Review	180 Days from the Kick-off Meeting
60% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
90% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
Final Plans, Bid Documents, and Request for Authority to Advertise	90 Days from the return of Department comments on previous set of plans

7. Complete the process for all permits that might be required for the project. This could include, but is not limited to, the US Army Corp of Engineers Section 404 permit; and the Arkansas Department of Environmental Quality's Section 401 Water Quality Certification, Short Term Activity Authorization, and National Pollutant Discharge Elimination System permit. The Section 404 permitting application(s) and/or determination information should be submitted with the plans to the Department in order to aid in the completion of the environmental documentation.
8. Provide any necessary higher levels of investigation for the required environmental document should the Project have uncertain or significant cultural, environmental or social impacts; have a likelihood of generating controversy; and/or possible economic impacts. For projects located on federal lands, the Sponsor must submit a completed environmental document for the Project, approved by the agency with authority over the federal lands.
9. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA TAP Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Attachment D* for items to be included in the bid proposal).
10. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
11. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
12. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project and the land is accessible to the general public for recreational or transportation purposes (See Attachment E1*). If property has been acquired for the Project, use Attachment E2* for certification of the right-of-way.

13. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
14. Submit a certification letter (Attachment F*), including all items noted, to the Department when requesting authority to advertise the Project for construction bids. In the event Federal funds are not available for the Project at the time of this request, the Department may delay approval until funds are available. If the Sponsor is determined to move forward with construction while Federal funds are not available, the Department may grant this authority with the understanding that the Sponsor will experience a delay in reimbursement of the Federal funds.
15. Advertise for bids in accordance with federal procedures as shown in Attachment G*. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
16. Forward a copy of all addenda to the Project during the advertisement to the Department.
17. After bids are opened and reviewed, submit a certification (Attachment H*), including all items noted, to the Department and request concurrence in award of the contract.
18. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
19. Prior to executing the work, submit change orders to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.
20. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
21. Perform construction inspection in accordance with Attachment I*.
22. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment J*). Requests for reimbursement must be made at least once every three (3) months that construction projects are active in order to avoid being put on the FHWA inactive project list.
23. Attach Report of Daily Work Performed (Attachment K*) for all days that correspond with each CCRR submittal.
24. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment L*). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

25. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
26. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
27. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.
28. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.
29. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
30. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Retention and access requirements for records (Attachment M*).
31. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.

32. Be responsible for its portion of the total project cost and 1% of the contract amount for Department administration costs. The funds to be submitted for Department administrative costs shall have a maximum value equaling 1% of the TAP award plus the required non-federal match.
33. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
34. Be responsible for 100% of any and all expenditures for which federal funds do not participate or that are not approved for federal funds.
35. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment N*), which is necessary for Project participation.
36. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
37. Repay all federal funds if this is determined necessary for any reason.
38. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
39. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.
40. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
41. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.
42. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment O*).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Request review from the Arkansas Historic Preservation Program (AHPP).
3. Provide routine environmental documentation for the Project.
4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
6. Review plans and specifications for project/program eligibility.
7. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
8. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
9. Review bid tabulations and concur in award of the construction contract for the Project.
10. Participate in the Sponsor's preconstruction and final acceptance meetings.
11. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
12. Review and approve any necessary change orders for project/program eligibility.
13. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCRR form (Attachment J*). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
14. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Attachment L*).
15. Reserve the right to cancel the Project if there is an unreasonable delay in project development or completion of the project, there is a lack of progression toward project development or completion of the project, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process or the Sponsor is unresponsive to Department requests.

Agreement of Understanding Between the City of Springdale
and the Arkansas Department of Transportation

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving all future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, _____.

ARKANSAS DEPARTMENT OF
TRANSPORTATION

CITY OF SPRINGDALE

Scott E. Bennett, P.E.
Director

Doug Sprouse
Mayor of Springdale

Ernest Cate
Attorney

***All Attachments referenced in this Agreement are available in digital format on the Department's LPA webpage at: www.ardot.gov/LPA.**

ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT FOR ARCHITECT SERVICES
PROJECT NO. 18BPF3**

WHEREAS, the City of Springdale is planning to construct Fire Station #9 located at 7561 W. Downum Road, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Miller Boskus Lack Architects, P.A. as the most qualified firm;

WHEREAS, the contract proposes a fee of 5% of the cost of construction work, and

WHEREAS, project construction has been estimated to be under \$3,000,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. Expenditures for this project will be paid from the 2018 Bond Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Miller Boskus Lack Architects, P.A. for the construction design of Fire Station #9.

PASSED AND APPROVED this 12th day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION MANAGER CONTRACT
FOR SPRINGDALE FIRE STATION #9**

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, fire station #8 will be located at 7561 W. Downum Road and the Mayor has recommended Milestone Construction Company, LLC to serve as construction manager for this fire station, and

WHEREAS, Milestone Construction Company, LLC has agreed to furnish these services for a fee of \$5,000 for preconstruction services and 5% of the cost of construction for the construction phase.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a contract for construction manager services with Milestone Construction Company, LLC for services to be provided relating to the design and construction of fire station #9.

PASSED AND APPROVED this 12th day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

 **Document A133™ – 2009**

**Standard Form of Agreement Between Owner and Construction Manager
as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a
Guaranteed Maximum Price**

AGREEMENT made as of the 30th day of October in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Springdale
201 Spring Street
Springdale, AR 72764

and the Construction Manager:
(Name, legal status and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

for the following Project:
(Name and address or location)

Fire Station No 9 - Springdale, Arkansas
Ball Street & West Downum Roads, Springdale, AR

The Architect:
(Name, legal status and address)

Miller Boskus Lack
2397 Green Acres Road
Fayetteville, AR 72703

The Owner's Designated Representative:
(Name, address and other information)

Wyman Morgan
201 Spring Street
Springdale, AR 72764

The Construction Manager's Designated Representative:
(Name, address and other information)

Sam Hollis
2002 S. 48th Street, Suite A
Springdale, AR 72762

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Architect's Designated Representative:
(Name, address and other information)

Audy Lack
2397 Green Acres Road
Fayetteville, AR 72703

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

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shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$5,000.00

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

5 % five

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5% of the cost of the work

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

5%

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ninety-five percent (95 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
TBD		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

GMP will be established once all subcontractor/supplier bids are taken at a later date. Any cost savings (at the completion of the project) under the GMP will be returned to the Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The

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Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

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§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

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§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of ten percent (10 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made

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exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Umbrella Liability	\$7,000,000
Workers Compensation	\$1,000,000
Payment and Performance Bonds	100% of the Value of the Contract

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

The Milestone Project Manager will be stationed at the Milestone Main Office in Springdale, AR. Any time spent working on the project whether on site or at the Milestone Main office will be charged to the project at a rate of \$60/hr and will be included in the overall GMP.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Doug Sprouse, Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Sam Hollis, President
(Printed name and title)

Init.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF THE
PROPERTY AT 903 Joye Street**

WHEREAS, the City of Springdale Wouldlike to make improvements to and expand Fire Station No. 4 and

WHEREAS, the property at 903 Joye Street is adjacent to the fire statiion; and

WHEREAS, this property would be required for the expansion of the fire station, and

WHEREAS, this property is currently for sale and has been appraised for \$105,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to purchase the property at 903 Joye Street with funds from the Capital Improvement Project Fund for the expansion of fire station no. 4..

PASSED AND APPROVED this 12th day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Post Office Box 1521
417 Holcomb Street
Springdale, AR 72765-1521
Phone (479) 751-4510
Fax (479) 750-8104

Springdale Fire Department

October 31, 2019

To Mayor Sprouse and Wyman Morgan;

I would like to request to place on the committee agenda the approval to expend CIP funds to purchase the home and property directly behind station 4 for future growth needs of station 4. The property is in probate and an appraisal totaling \$105,000 has been obtained and approved for sale by the court. We are requesting the funds to purchase the land from CIP funds for future use. We are requesting CIP funds to purchase instead of Bond money so that we can complete any remodel or changes as the city can expend the resources and funding. If we purchase with bond money, certain improvements would be needed at which point, we are not prepared to move forward with any plans at this immediate time. Please consider this request for the future of our total department plans with station 4.

Michael J. Irwin

Fire Chief
Springdale Fire Department



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.

ELECTRONICALLY FILED Page # 1 of 13
Washington County Circuit Court Probate Division
Becky Lewallen, County Clerk
2019-Oct-21 11:22:03
72PR-19-636
004D01: 13 Pages



LOCATED AT:

903 Joya St
Springdale, AR 72762
Block 3 Lot 2 White Hills Add II

FOR:

Denise Stockburger, Executor

AS OF:

09/27/2019

BY:

Robin Grisso
Red Brick Appraisals
1905 N Juneway Terrace
Fayetteville, AR 72703
(479) 200-4154

SUMMARY OF SALIENT FEATURES

Subject Address	903 Joye St
Legal Description	Block 3 Lot 2 White Hills Add II
City	Springdale
County	Washington
State	AR
Zip Code	72762
Census Tract	0105.10
Map Reference	22220
Sale Price	\$
Date of Sale	
Borrower	
Lender / Client	
Size (Square Feet)	1,099
Price per Square Foot	\$
Location	Good
Age	46
Condition	Fair
Total Rooms	6
Bedrooms	3
Baths	1.1
Appraiser	Robin Grisso
Supervisory or Co-Appraiser	
Effective Date of Appraisal	09/27/2019
Appraisal Value	\$ 105,000

Client	Denise Stockburger, Executor			File No.	19-0952
Property Address	803 Joye St				
City	Springdale	County	Washington	State	AR Zip Code 72762
Owner	Leo & Ola Hudson; Connie Ferguson				

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for this subject property at the market value stated in this report is:

Under 3 Months

Comments on Appraisal and Report Identification


Note any USPAP-related issues requiring disclosure and any state mandated requirements:

This appraisal complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.

This appraisal is intended for the sole use of Denise Stockburger, Leo & Ola Hudson, Connie Ferguson, their successors or assigns, to assist in making a decision regarding Market Value. No third parties are authorized to rely upon this report without the express written consent of the appraiser. The appraiser is not a home inspector. This report should not be relied upon to disclose any conditions present in the subject property. The appraisal report does not guarantee that the property is free of defects.

Market Value is defined as the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

APPRAISER:

Signature: 

Name: Robin Glisso

Certified Residential Appraiser

State Certification #: CR3996

or State License #:

State: AR Expiration Date of Certification or License: 06/30/2020

Date of Signature and Report: 09/30/2019

Effective Date of Appraisal: 09/27/2019

Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 09/27/2019

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

RESIDENTIAL APPRAISAL REPORT

File No. 19-0952
State: AR Zip Code: 72762

SUBJECT	Property Address: 903 Joye St	City: Springdale	State: AR	Zip Code: 72762
	County: Washington	Legal Description: Block 3 Lot 2 White Hills Add II	Assessor's Parcel #: 815-27130-000	
ASSIGNMENT	Tax Year: 2019	R.E. Taxes: \$ 297	Special Assessments: \$ 0	Barrower (if applicable):
	Current Owner of Record: Leo & Ola Hudson, Connie Ferguson	Occupant: Owner	Tenant	Vacant
MARKET AREA DESCRIPTION	Project Type: PUD	Subdivision: Springdale	HOA: \$ 0	per year
	Market Area Name: Springdale	Map Reference: 22220	Census Tract: 0105.10	per month
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: Market Value (as defined), or other type of value (describe)			
	This report reflects the following value (if not current, see comments): Current (the inspection date is the effective date) Retrospective Prospective			
MARKET AREA DESCRIPTION	Approaches developed for this appraisal: Sales Comparison Approach Cost Approach Income Approach (See Reconciliation Comments and Scope of Work)			
	Properly Rights Appraised: Fee Simple Leasehold Leased Fee Other (describe)			
MARKET AREA DESCRIPTION	Intended Use: To assist the owner(s) & Client in determining a Market Value of the property for a possible sale.			
	Intended User(s) (by name or type): Denise Stockburger, Executor for Leo & Ola Hudson, her assigns and/or successors			
MARKET AREA DESCRIPTION	Client: Denise Stockburger, Executor			
	Appraiser: Robin Grisso			
MARKET AREA DESCRIPTION	Address: 1905 N Juneway Ter, Fayetteville, AR 72703-2736			
MARKET AREA DESCRIPTION	Location: Urban	Suburban	Rural	Presumptive Occupancy
	Built up: Over 75%	25-75%	Under 25%	One-Unit Housing
MARKET AREA DESCRIPTION	Growth rate: Rapid	Stable	Slow	PRICE
	Property values: Increasing	Stable	Declining	AGE
MARKET AREA DESCRIPTION	Demand/supply: Shortage	In Balance	Over Supply	PRICE (\$1000)
	Marketing time: Under 3 Mos.	3-6 Mos.	Over 6 Mos.	AGE (Yrs)
MARKET AREA DESCRIPTION				One-Unit
				2-4 Unit
MARKET AREA DESCRIPTION				Multi-Unit
				Comm
MARKET AREA DESCRIPTION				Vacant
MARKET AREA DESCRIPTION	Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends):			
	The neighborhood can be loosely described as Backus Avenue to the North, 40th Street to the West, Huntsville Road to the South, Gutensohn Road to the East. The neighborhood is made up of mainly older homes, 2 to 3 bedroom ranch style. There is heavy commercial on Elm Springs Road that goes through this market area east-west. The area has good access to schools, employment, entertainment, shopping and other type services. The market is strong and is expected to continue that way for the foreseeable future. Interest rates are low and there are mortgages available for this type of property.			
MARKET AREA DESCRIPTION	Dimensions: 145' x 75' approx per map			
	Zoning Classification: SF-2			
MARKET AREA DESCRIPTION	Site Area: 13,875 sf			
	Residential District			
MARKET AREA DESCRIPTION	Zoning Compliance: Legal			
	Description: Low/Medium Density Single Family			
MARKET AREA DESCRIPTION	Are CCARs applicable: Yes No Unknown			
	Have the documents been reviewed? Yes No			
MARKET AREA DESCRIPTION	Highest & Best Use as Improved: Present use, or Other Use (explain)			
	Ground Rent (if applicable): \$			
MARKET AREA DESCRIPTION	Actual Use as of Effective Date: Single Family Residential			
	Use as appraised in this report: Single Family Residential			
MARKET AREA DESCRIPTION	Summary of Highest & Best Use: Current use of Single Family Residential is considered to be the Highest and Best use as of the effective date of this report.			
MARKET AREA DESCRIPTION	Utilities	Public	Other	Provider/Description
	Electricity			Off-site improvements
MARKET AREA DESCRIPTION	Gas			Type
	Water			Public
MARKET AREA DESCRIPTION	Sanitary Sewer			Private
	Storm Sewer			Topography
MARKET AREA DESCRIPTION				Level
				Size
MARKET AREA DESCRIPTION				Shape
				Drainage
MARKET AREA DESCRIPTION				View
MARKET AREA DESCRIPTION	Other site comments:			
MARKET AREA DESCRIPTION	FEMA Special Flood Hazard Area: Yes No			
	FEMA Flood Zone: X			
MARKET AREA DESCRIPTION	FEMA Map #: 05143C0060F			
	FEMA Map Date: 05/16/2008			
MARKET AREA DESCRIPTION	Site Comments: No adverse site conditions were noted by the appraiser. It is a typical lot for this neighborhood.			
MARKET AREA DESCRIPTION	General Description			
MARKET AREA DESCRIPTION	Exterior Description			
MARKET AREA DESCRIPTION	Foundation			
MARKET AREA DESCRIPTION	Basement			
MARKET AREA DESCRIPTION	Roofing			
MARKET AREA DESCRIPTION	Gutters & Downspouts			
MARKET AREA DESCRIPTION	Window Type			
MARKET AREA DESCRIPTION	Storm Screens			
MARKET AREA DESCRIPTION	Interior Description			
MARKET AREA DESCRIPTION	Floors			
MARKET AREA DESCRIPTION	Walls			
MARKET AREA DESCRIPTION	Trim/Finish			
MARKET AREA DESCRIPTION	Bath Floor			
MARKET AREA DESCRIPTION	Bath Wainscot			
MARKET AREA DESCRIPTION	Doors			
MARKET AREA DESCRIPTION	Finished area above grade contains:			
	6 Rooms 3 Bedrooms 1.1 Bath(s) 1,099 Square Feet of Gross Living Area Above Grade			
MARKET AREA DESCRIPTION	Additional features:			
	large yard, chainlink fence, covered back patio, sidewalks, level yard			
MARKET AREA DESCRIPTION	Describe the condition of the property (including physical, functional and external obsolescence):			
	The house appears to be adequately maintained. It would likely need to be updated if put on the market for sale. The air conditioner was replaced in the last 5 years. Furnace, water heater and range are all natural gas.			

RESIDENTIAL APPRAISAL REPORT

Main File No. 19-0952 Page # 5 of 13
 Stockburger/Hudson

File No. 19-0952

My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.		Data Source(s): Executor, County Records		
1st Prior Subject Sale/Transfer		Analysis of sale-transfer history under any current agreement of sale/selling: No prior sales or transfers of the subject was found during the research for the time periods requested.		
2nd Prior Subject Sale/Transfer				
SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.				
FEATURE Address: 903 Joya St Proximity to Subject: Springdale, AR 72762 Sale Price: \$ Sale Price/sq.ft.: \$ Data Source(s): Verification Source(s): VALUE ADJUSTMENTS Sales or Financing: Concessions: Date of Sale/Term: Rights Appurtenant: Location: Site: View: Design (Style): Quality of Construction: Age: Condition: Above Grade: Room Count: Gross Living Area: Basement & Finished: Porches Below Grade: Functional Utility: Heating/Cooling: Energy Efficient Items: Garage/Carport: Porch/Patio/Deck:	SUBJECT 3302 Scott Ln Springdale, AR 72762 0.24 miles NW MLS#1101423 CoRecs, Obsrv DESCRIPTION Not Disclosed 03/08/2019 Fee Simple Good 13,875 sq ft Average Ranch Average 46 Fair Total: 6 3 1.1 1,099 sq.ft. None Good FWA CAC Average 1CarGarageAtt FrontCov/BkPatCo	COMPARABLE SALE # 1 3302 Scott Ln Springdale, AR 72762 0.24 miles NW MLS#1101423 CoRecs, Obsrv DESCRIPTION Not Disclosed 03/08/2019 Fee Simple Good 12,832 sq ft Average Ranch Average 42 Fair Total: 6 3 1.1 1,038 sq.ft. None Good New FWA CAC New Roof 1CarGarageAtt FrontCov/BkPatOp	COMPARABLE SALE # 2 1101 Alicia St Springdale, AR 72762 0.15 miles NW MLS#1100553 CoRecs, Obsrv DESCRIPTION Not Disclosed 02/19/2019 Fee Simple Good 10,454 sq ft Average Ranch Average 0 41 Average Total: 6 3 2.0 1,167 sq.ft. None Good New FWA CAC Average 2CarGarage Att FrontCov/BkPatOp	COMPARABLE SALE # 3 800 Andy St Springdale, AR 72762 0.31 miles SW MLS#1103941 CoRecs, Obsrv DESCRIPTION Not Disclosed 03/08/2019 Fee Simple Good 10,890 sq ft Average Ranch Average 0 39 Average Total: 6 3 2.0 1,144 sq.ft. None Good FWA CAC Average 1CarGarageAtt FrontCov/BkPatOp
Net Adjustment (Total): Adjusted Sale Price of Comparables:	\$ -7,000 \$ 98,000	\$ -11,500 \$ 108,500	\$ -5,500 \$ 110,000	
Summary of Sales Comparison Approach The subject property is typical for the neighborhood in size and condition. Several of the homes have been updated some. Comparable 1 has a new roof and new HVAC. The interior is of similar condition as the subject. Comparable 3 is superior in condition and has a new HVAC system. It also has a 2 car garage. Comparable 3 is superior in condition. All 3 comparables are in the subject's neighborhood. The appraiser believes them to be the best comparables available at this time. The form a good bracket for an indicated market value for the subject property.				
Indicated Value by Sales Comparison Approach \$ 105,000				

Subject Photo Page

Client	Denise Stockburger, Executor				
Property Address	903 Joye St				
City	Springdale	County	Washington	State	AR
Owner	Leo & Ofa Hudson; Connie Ferguson				
				Zip Code	72792



Subject Front

903 Joye St
Sales Price
Gross Living Area 1,099
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 1.1
Location Good
View Average
Site 13,875 sf
Quality Average
Age 46



Subject Rear



Subject Street

Interior Photos

Client	Denise Stockburger, Executor				
Property Address	903 Joye St				
City	Springdale	County	Washington	State	AR
Owner	Leo & Ola Hudson: Connie Ferguson	Zip Code	72762		



Laundry



Kitchen



Dining



Living Room



Bathroom



Bedroom



Bedroom



Bedroom



Half-Bath

Comparable Photo Page

Main File No. 18-0952 Page # 9 of 13

Client	Denise Stockburger, Executor					
Property Address	903 Joye St					
City	Springdale	County	Washington	State	AR	Zip Code 72762
Owner	Leo & Ola Hudson; Connie Ferguson					



Comparable 1

3302 Scott Ln	
Prox. to Subject	0.24 miles NW
Sale Price	103,000
Gross Living Area	1,038
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.1
Location	Good
View	Average
Site	12,532 sf
Quality	Average
Age	42



Comparable 2

1101 Alicia St	
Prox. to Subject	0.15 miles NW
Sale Price	120,000
Gross Living Area	1,167
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.0
Location	Good
View	Average
Site	10,454 sf
Quality	Average
Age	41



Comparable 3

600 Andy St	
Prox. to Subject	0.31 miles SW
Sale Price	116,500
Gross Living Area	1,144
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.0
Location	Good
View	Average
Site	10,890 sf
Quality	Average
Age	39

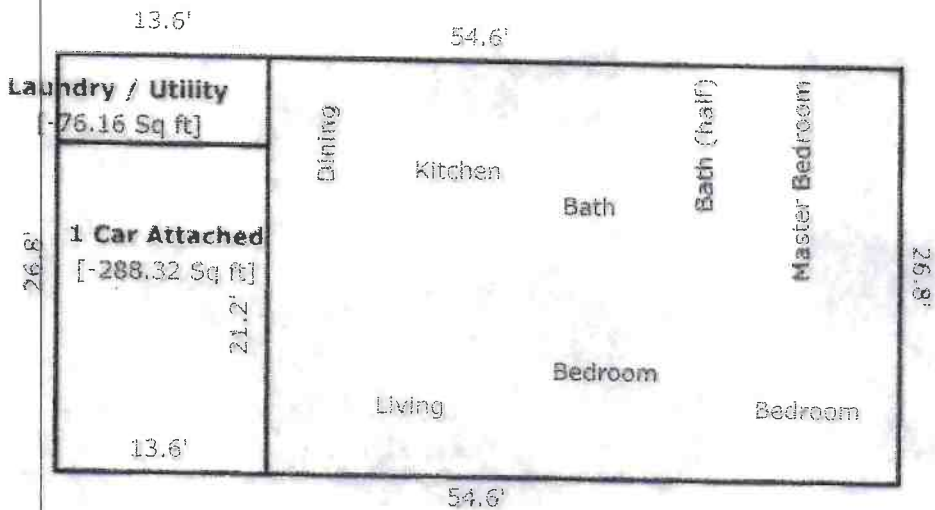
Location Map

Client	Denise Stockburger, Executor	County	Washington	State	AR	Zip Code	72752
Property Address	903 Joye St						
City	Springdale						
Owner	Leo & Ola Hudson/Connie Ferguson						



Building Sketch

Client	Denise Stockburger, Executor				
Property Address	903 Joye St				
City	Springdale	County	Washington	State	AR Zip Code 72782
Owner	Leo & Ola Hudson; Connie Ferguson				



First Floor
[1174.96 Sq ft]

TOTAL Sketch by a la mode, inc.		Area Calculations Summary	
Living Area			
1 Car Attached			-288.32 Sq ft
First Floor			1463.28 Sq ft
Laundry / Utility			-76.16 Sq ft
Total Living Area (Rounded):			1699 Sq ft

Aerial Map

Client	Denise Stockburger, Executor				
Property Address	903 Joye St				
City	Springdale	County	Washington	State	AR
Owner	Leo & Ola Hudson, Connie Ferguson		Zip Code	72762	



Appraiser's License

Main File No. 18-0952 Page # 13 of 13

Client	Denise Stockburger, Executor				
Property Address	903 Joye St				
City	Springdale	County	Washington	State	AR
Owner	Leo & Ola Hudson:Connie Ferguson	Zip Code	72762		



ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR THE PURCHASE OF EXTRICATION
EQUIPMENT FOR THE FIRE DEPARTMENT**

WHEREAS, the Springdale Fire Department plans to purchase some extrication equipment with Act 833 funds in January of 2020, and

WHEREAS, to increase safety the Fire Chief would like to purchase equipment similar to the equipment we presently have, and

WHEREAS, this equipment is only available from one source, and

WHEREAS, Arkansas Code 14-58-303 states, "The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. This Council finds that due to the sole source provider, it is not feasible or practical to use competitive bidding and competitive bidding on the purchase of the extrication equipment from Precision Rescue is here by waived for an amount not to exceed \$28,935 plus freight and sales tax.

Section 2. Emergency Clause. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 12th day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

Beth Parnell

From: Mike Irwin <mirwin@springdalear.gov>
Sent: Wednesday, October 30, 2019 11:23 AM
To: Doug Sprouse; Wyman Morgan; Amelia Williams
Cc: Jim Vaughan; Ron Skelton
Subject: Committee agenda items
Attachments: 20191021-Leo Hudson Appraisal-Filed.pdf; springdale amkus-para quote 4-19 (1).docx; Ion Act 833 request.doc; Purchase home behind station 4.doc

Mayor Sprouse , Police and Fire Committee Chair Amelia Williams and Wyman,

Please find attached our request for expenditure of Act 833 funds for the purchase of a new set of extrication tools, and also the request for CIP funding to purchase the property behind Station 4 for which we have been offered by attorney dealing with probate. Find attached both the appraisal and quote for the extrication tools. Thank you for your consideration.

Michael J. Irwin
Fire Chief
Springdale Fire Department



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PRECISION RESCUE

5667 Bear Valley Lane
Harrison, Arkansas 72601
(870) 715-2191



Springdale Fire Dept
Amkus/Paratech quote
4/18/2019

Invoice Date
Invoice #

Item	Serial #	Description	No Item	Price/ Unit	Total
IS280L		28" ION Flexvolt Spreader w/lighted handle	1		10,300.00
IC550		ION Flexvolt cutter w/rotating handle and light	1		8,600.00
ITR230		ION Flexvolt ram	1		7,300.00
Tips		Extended reach tips (pair)	1		890.00
Ext kit		3 pc ram ext kit 10" 18" 27"	1		1,050.00
Chain		Quick adj chain pkg for spreader	1		795.00
		Total as shown for tools			28,935.00
		Freight and tax not included			

Thank you for allowing us to be of service.